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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION

SYNOPSYS, INC.,

Plaintiff,

v.

SILICON ARTIST, INC.,  
TENSORCOM, INC., UBLILITE INC.,  
ROMEO KHARILEH, DOES 1-10,  
inclusive,

Defendants.

Case No. SACV15-858 CJC (DFMx)

**STIPULATED PRELIMINARY  
INJUNCTION ORDER**

Date Action Filed: June 1, 2015

1           WHEREAS, on June 1, 2015, Plaintiff Synopsys, Inc. (“Synopsys”) filed its  
 2 Complaint for Violations of the Digital Millennium Copyright Act, 17 U.S.C. §§  
 3 1201 et seq. (“DMCA”), and for aiding and abetting violations of the DMCA  
 4 against, among others, Silicon Artist, Inc. (“SiArt”) and Romeo Kharileh  
 5 (“Kharileh) (collectively referred to herein as “Defendants”);and

6           WHEREAS Synopsys and Defendants, by and through their counsel of  
 7 record, have consented to entry of this Stipulated Preliminary Injunction Order; and

8           The Court, having considered the joint stipulation of Synopsys and  
 9 Defendants, and having found good cause to do so, HEREBY ORDERS that  
 10 stipulation be entered in its entirety, as reflected below.

11          **IT IS THEREFORE ORDERED** that Defendants, their officers, agents,  
 12 servants, employees, contractors, and all other persons in active concert or  
 13 participation with any of them, who receive notice of this Order by personal service  
 14 or otherwise, whether acting directly or through any trust, corporation, subsidiary,  
 15 division, or other device, are hereby restrained and enjoined from accessing or  
 16 using any Synopsys products or any electronic files associated with the use of or  
 17 access to any Synopsys products. Defendants may use or access Synopsys products  
 18 with a valid license in the following two ways only:

- 19           A.       i.      The entity on whose behalf Defendants intend to use or access  
 20                           any Synopsys product has a valid license for the relevant  
 21                           Synopsys product, and the terms of that license permit a  
 22                           contractor to use the Synopsys product in the manner  
 23                           contemplated by the service agreement with that entity; and
- 24           ii.     Defendants have obtained written confirmation of the valid  
 25                           license, including contractor terms of use, from the entity on  
 26                           whose behalf Defendants intend to use or access the relevant  
 27                           Synopsys product; and
- 28           iii.    Defendants have provided Synopsys with written notification, at

1                   least 24-hours in advance, of:

- 2                   a.     Defendants' intended use of or access to the Synopsys  
3                         product at issue;
- 4                   b.     The identity of the entity on whose behalf Defendants will  
5                         use or access the Synopsys product; and
- 6                   c.     The written confirmation of a valid license, including  
7                         contractor terms of use, from the entity on whose behalf  
8                         Defendants intend to use or access the Synopsys product.

9                   OR

- 10                  B.    Defendants obtain a valid license from Synopsys.

11                  **IT IS FURTHER ORDERED** that Defendants, their officers, agents,  
12 servants, employees, contractors, and all other persons in active concert or  
13 participation with any of them, who receive notice of this Order by personal service  
14 or otherwise, whether acting directly or through any trust, corporation, subsidiary,  
15 division, or other device, are hereby restrained and enjoined from destroying,  
16 erasing, mutilating, concealing, altering, transferring, or otherwise disposing of, in  
17 any manner, directly or indirectly, any documents, including electronically-stored  
18 materials and any data on computers, servers, or mobile devices in Defendants'  
19 current custody or control, that relate in any way to:

- 20                  A.    Defendants' use of or access to any Synopsys products; or  
21                  B.    Defendants' provision of use of or access to any Synopsys products by  
22                         any third parties.

23                  **IT IS FURTHER ORDERED** that Defendants shall make available to  
24 Synopsys' third-party electronic discovery vendor in the presence of Defendants'  
25 counsel (including his staff and/or expert), no later than one week after entry of this  
26 Order, any and all computers, mobile devices, electronic storage devices and cloud-  
27 based data in Defendants' custody, access or control that Defendants have accessed  
28 since July 2014, as agreed to by the parties. Synopsys' discovery vendor shall

1 promptly copy the contents of those devices (the “Evidence”) and then (i)  
2 concurrently produce to Defendants’ counsel a copy of the Evidence; and (ii) return  
3 the devices to Defendants for continued use of those devices. After the initial copy  
4 of the Evidence occurs, Synopsis’ right to subsequent inspection shall be made  
5 pursuant to FRCP 34.

6 **IT IS FURTHER ORDERED** that this Order shall be without any  
7 concession or admission of liability of Defendants.

8 **IT IS FURTHER ORDERED** that this order shall not apply to Defendants’  
9 counsel. Nothing herein is intended to modify any professional obligations of any  
10 counsel, or otherwise waive any applicable privilege.

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12 IT IS SO ORDERED, this 29<sup>th</sup> day of July, 2015.



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15 HON. CORMAC J. CARNEY  
16 UNITED STATES DISTRICT JUDGE  
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